Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Finisar Corporation	10/02/2009
Optium Corporation	10/02/2009
Azna LLC	10/02/2009
Finisar Sales, Inc.	10/02/2009
Kailight Photonics, Inc.	10/02/2009

RECEIVING PARTY DATA

Name:	ells Fargo Foothill, LLC, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		

PROPERTY NUMBERS Total: 59

Property Type	Number
Patent Number:	7079775
Patent Number:	7058310
Patent Number:	7149430
Patent Number:	7184668
Patent Number:	6957021
Patent Number:	6952531
Patent Number:	6941077
Patent Number:	7302186
Patent Number:	7346278
Patent Number:	7162160
Patent Number:	7050720
Patent Number:	7200337
	PATENT

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Patent Number:	5812572
Patent Number:	5019769
Patent Number:	6439918
Patent Number:	6533603
Patent Number:	7066746
Patent Number:	7186134
Patent Number:	7314384
Patent Number:	7351090
Patent Number:	7484987
Patent Number:	7529488
Patent Number:	7502564
Patent Number:	7507111
Patent Number:	5596663
Patent Number:	RE36886
Patent Number:	RE40150
Patent Number:	RE40154
Patent Number:	5404505
Patent Number:	5903588
Patent Number:	6949473
Patent Number:	6256333
Patent Number:	6459719
Patent Number:	6522680
Patent Number:	7023896
Patent Number:	5732103
Patent Number:	5883912
Patent Number:	5914973
Patent Number:	5835521
Patent Number:	6121068
Patent Number:	5943359
Patent Number:	5903586
Patent Number:	5978398
Patent Number:	5956363
Patent Number:	7120183
Patent Number:	7146110
Patent Number:	7349637
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Patent Number:	7340184
Patent Number:	7269358
Patent Number:	7248762
Patent Number:	7283701
Patent Number:	7561809
Patent Number:	7092599
Application Number:	11256506
Application Number:	12400752
Application Number:	90008408
Application Number:	90008282
Application Number:	90008807
Application Number:	90009318

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-846-3190

Email: oleh.hereliuk@federalresearch.com

Correspondent Name: Federal Research

Address Line 1: 1023 15th St., NW, Suite 401

Address Line 2: Attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER: John Flynn

Total Attachments: 19

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PATENT

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of October, 2009, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("WFF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Finisar Corporation, a Delaware corporation ("Parent"), Optium Corporation, a Delaware corporation ("Optium" and Parent each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of October 2, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Patent Collateral</u>"):
- (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any

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Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new patent application or issued Patent or become entitled to the benefit of any patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule I</u> to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
- CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and

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"property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Patent Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

- 8. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
- 9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.
- 10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PATENT SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
- IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS PATENT SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, (a) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (b) GRANTORS

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SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Grantors have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FINISAR CORPORATION,

a Delaware corporation

By: Name: Title:

OPTIUM CORPORATION,

a Delaware corporation

By: Name:

Title:

AZNA LLC, a Delaware limited liability company

By: Name:

Title:

FINISAR SALES, INC., a Delaware corporation

By: Name:

Title:

KAILIGHT PHOTONICS, INC.,

a Delaware corporation

By: Name:

Title:

AGENT:

WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company,

as Agent

By:

Name: David R. Klages

Title:

Vice President

SCHEDULE I to PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Finisar Corporation	U.S.	Integrated Memory Mapped Controller Circuit For Fiber Optics Transceiver	7,079,775	2/5/2001
Finisar Corporation	U.S.	System And Method For Protecting Eye Safety During Operation Of A Fiber Optic Transceiver	7,058,310	10/8/2002
Finisar Corporation	U.S.	Optoelectronic Transceiver Having Dual Access To Onboard Diagnostics	7,149,430	7/8/2003
Finisar Corporation	U.S.	System And Method For Protecting Eye Safety During Operation Of A Fiber Optic Transceiver	7,184,668	9/4/2003
Finisar Corporation	U.S.	Optical Transceiver With Memory Mapped Locations	6,957,021	11/13/2003
Finisar Corporation	U.S.	System And Method For Protecting Eye Safety During Operation Of A Fiber Optic Transceiver	6,952,531	11/13/2003
Finisar Corporation	U.S.	Memory Mapped Monitoring Circuitry For Optoelectronic Device	6,941,077	3/12/2004
Finisar Corporation	U.S.	Optical Transceiver And Host Adapter With Memory Mapped Monitoring Circuitry	7,302,186	4/22/2004
Finisar Corporation		Analog To Digital Signal Conditioning In Optoelectronic Transceivers	7,346,278	4/2/2004

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Grantor	Country	Patent	Application/ Patent No.	Filing Date
Finisar Corporation	U.S.	System And Method For Protecting Eye Safety During Operation Of A Fiber Optic Transceiver	7,162,160	3/9/2005
Finisar Corporation	U.S.	Integrated Memory Mapped Controller Circuit For Fiber Optics Transceiver	7,050,720	6/18/2004
Finisar Corporation	U.S.	Optoelectronic Transceiver Having Dual Access To Onboard Diagnostics	7,200,337	8/2/2006
Finisar Corporation	U.S.	Intelligent Fiberoptic Transmitters And Methods Of Operating And Manufacturing The Same	5,812,572	7/1/1996
Finisar Corporation	U.S.	Semiconductor Laser Diode Controller And Laser Diode Biasing Control Method	5,019,769	9/14/1990
Finisar Corporation	U.S.	Electronic Module Having An Integrated Latching Mechanism	6,439,918	10/04/2001
Finisar Corporation	U.S.	Electronic Module Having An Integrated Latching Mechanism	6,533,603	02/12/2002
Finisar Corporation	U.S.	Electronic Module Having An Integrated Latching Mechanism	7,066,746	03/14/2003
Finisar Corporation	U.S.	Electronic Modules Having Integrated Lever-Activated Latching Mechanisms	7,186,134	02/11/2004
Finisar Corporation	U.S.	Electronic Modules Having An Integrated Connector Detachment Mechanism	7,314,384	10/31/2006
Finisar Corporation	U.S.	Latching Mechanism For A Module	7,351,090	07/30/2007
Finisar Corporation	U.S.	Latch Assembly For An Optoelectronic Module	7,484,987	03/29/2007
Finisar Corporation	U.S.	Optical Transceiver Module With Onboard Diagnostics Accessible Via Pins	7,529,488	03/30/2005

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Finisar Corporation	U.S.	Integrated Memory Mapped Controller Circuit For Fiber Optics Transceiver	7,502,564	02/27/2007
Finisar Corporation	U.S.	Electronic Modules Having Integrated Lever-Activated Latching Mechanisms	7,507,111	03/05/2007
Finisar Corporation	U.S.	Optical Interface For Communicating Optical Transceiver Status Information	11/256,506	10/21/2005
Finisar Corporation	U.S.	Optoelectronic Transceiver With Digital Diagnostics	12/400,752	09/09/2009
Finisar Corporation	U.S.	Fiber Optic Module	5,596,663	01/12/1995
Finisar Corporation	U.S.	Fiber Optic Module	RE36,886	01/12/1995
Finisar Corporation	U.S.	Fiber Optic Module	RE40,150	01/12/1995
Finisar Corporation	U.S.	Fiber Optic Module	RE40,154	01/12/1995
Finisar Corporation	U.S.	System For Scheduling Transmission Of Indexed And Requested Database Information On Demand At Varying Repetition Rates	5,404,505	11/01/1991
Finisar Corporation	U.S.	System For Scheduling Transmission Of Indexed And Requested Database Tiers On Demand At Varying Repetition Rates	90/008,408	01/12/2007
Finisar Corporation	U.S.	System For Scheduling Transmission Of Indexed And Requested Database Tiers On Demand At Varying Repetition Rates	90/008,282	10/05/2006

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Finisar Corporation	U.S.	System For Scheduling Transmission Of Indexed And Requested Database Tiers On Demand At Varying Repetition Rates	90/008,807	08/07/2007
Finisar Corporation	U.S.	System For Scheduling Transmission Of Indexed And Requested Database Tiers On Demand At Varying Repetition Rates	90/009,318	08/01/2007
Finisar Corporation	U.S.	Laser With A Selectively Changed Current Confining Layer	5,903,588	03/06/1997
Finisar Corporation	U.S.	Methods and Systems for Removing an Oxide-Induced Dead Zone in a Semiconductor Device Structure	6,949,473	05/24/2002
Finisar Corporation	U.S.	VCSEL Structure Insensitive To Mobile Hydrogen	6,256,333	12/12/1997
Finisar Corporation	U.S.	VCSEL Structure Insensitive To Mobile Hydrogen	6,459,719	11/03/2000
Finisar Corporation	U.S.	VCSEL Structure Insensitive To Mobile Hydrogen	6,522,680	11/03/2000
Finisar Corporation	U.S.	VCSEL Structure Insensitive To Mobile Hydrogen	7,023,896	01/24/2003
Finisar Corporation	U.S.	Long Wavelength VCSEL	5,732,103	12/09/1996
Finisar Corporation	U.S	Long Wavelength VCSEL	5,883,912	12/09/1996
Finisar Corporation	U.S	Vertical Cavity Surface Emitting Laser For High Power Operation and Method of Fabrication	5,914,973	02/10/1997
Finisar Corporation	U.S.	Long Wavelength Light Emitting Vertical Cavity Surface Emitting Laser and Method of Fabrication	5,835,521	02/10/1997

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Finisar Corporation	U.S.	Long Wavelength Light Emitting Vertical Cavity Surface Emitting Laser and Method of Fabrication	6,121,068	03/26/1998
Finisar Corporation	U.S.	Long Wavelength VCSEL	5,943,359	04/23/1997
Finisar Corporation	U.S.	Long Wavelength Vertical Cavity Surface Emitting Laser	5,903,586	07/30/1997
Finisar Corporation	U.S.	Long Wavelength Vertical Cavity Surface Emitting Laser	5,978,398	07/31/1997
Finisar Corporation	U.S.	Long Wavelength Vertical Cavity Surface Emitting Laser With Oxidation Layers and Method of Fabrication	5,956,363	08/15/1997
Optium Corporation	U.S.	Electro-Absorption Modulated Laser With High Operating Temperature Tolerance	7,120,183	12/4/2001
Optium Corporation	U.S.	Optical Transmitter with SBS Suppression	7,146,110	2/11/2003
Optium Corporation	U.S.	Optical Transmitter with SBS Suppression	7,349,637	12/01/2006
Optium Corporation	U.S.	Linearized Optical Transmitter Using Feedback Control	7,340,184	5/1/2003
Optium Corporation	U.S.	Optical Transmitter for Increased Effective Modal Bandwidth Transmission	7,269,358	9/9/2003
Optium Corporation	U.S.	Optical Transmitter for Increased Effective Modal Bandwidth Transmission	7,248,762 B2	9/9/2003
Optium Corporation	U.S.	Optical Fiber Transmission System with Increased Effective Modal Bandwidth Transmission	7,283,701	1/7/2004
Optium Corporation	U.S.	Modulated Laser with Integral Pre- Distortion Circuit	7,561,809	8/10/2004
Optium Corporation	U.S.	Wavelength Manipulation System and Method	7,092,599	11/12/2003

Patent Licenses

Intellectual Property Agreement with Amendment No. 1, by and between Finisar and Sensors Acquisition Corp., dated October 15, 2002.

Settlement Agreement, by and between Finisar/Stratos Lightware and Methode Electronics, dated

Patent and Know-How-License Agreement, by and between Finisar and Scientific-Atlanta, dated April 18, 2005.

Confidential/Limited Disclosure Reseller Agreement, by and between Finisar and Scientific-Atlanta, dated April 22, 2004.

License Agreement, by and between Finisar and Sumitomo Electronic Ind., ExceLight Communications, dated June 5, 2002.

License Agreement, by and between Advanced Optical Components (a division of Finisar) and Matrix, Inc., dated January 1, 2005.

License Agreement by and between Finisar and Fiberxon, by and between Finisar and Fiberxon, dated August 24, 2004.

Loan Agreement, by and between Finisar and Kaunas Mixed-Signal Design

Final Settlement Agreement, by and between Finisar and Agilent Technologies Inc. Verify Pte Ltd., dated July 11, 2006.

2006 Patent Cross-License Agreement, by and between Finisar and Avago/Finisar, dated June 9, 2006.

License Agreement, by and between Finisar and Avago, dated October 9, 2007.

License Agreement, by and between Finisar and Cisco Systems, Inc., dated March 3, 2007.

License Agreement, by and between Finisar and Fourte Design and Development, LLC, dated October 8, 2007.

Non-Disclosure Agreement, by and between Finisar and Philips Lighting, dated October 14, 2006.

License and Non-Disclosure Agreement, by and between Finisar and Philips Lighting, dated July 1, 2006.

Development Agreement, by and between Finisar and National Semiconductor Corp., dated May 5, 2003.

Technology License Agreement, by and between Finisar and Koninklijke Philips Electronics, dated March 1, 2004.

Agreements for Assignment of Patents, by and between Finisar and Sensors Unlimited, dated June 17, 2005.

Finisar License and Development Agreement, by and between Finisar and SliceX, Inc., dated April 7, 2003.

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Non-Exclusive License Agreement, by and between Finisar and Yamaichi Electronics, Co., Ltd., dated August 24, 2009.

Covenant Not to Sue and Settlement Agreement, by and between Finisar and JDS Uniphase Corporation, dated July 15, 2009

License, Settlement and Release Agreement, by and between Picolight, Inc. and Honeywell Intellectual Properties, Inc. (via its VCSEL Optical Products business), dated November 20, 2003

License Agreement, by and between Board of Trustees of the Univ. of Illinois and Honeywell, dated February 22, 2000

Technology License Agreement, by and between Koninklijke Philips Electronics N.V. and Finisar, dated March 1, 2004.

Patent and Technical Information License Agreement, by and between Samoff Corp. and Sensors Unlimited, dated October 1, 1999.

Component Development and License Agreement, by and between ASIP, Inc. and Finisar, dated February 1, 2001.

Settlement Agreement, by and between ASIP, Inc. and Finisar, dated August 2, 2004.

License and Technical Assistance Agreement, by and between FiBest, Inc. and Finisar, dated December 1, 2004.

Cross License Agreement, by and between Infineon Technologies A.G./Infineon Technologies Fiber Optics GmbH and Finisar, dated January 25, 2005.

Intellectual Property Agreement, by and between New Focus, Inc. and Finisar, dated May 10, 2002.

Settlement Agreement and Mutual Release, by and between JDS Uniphase Corp. (includes subsidiary E-TEK Dynamics Inc. and E-TEK's subsidiary USA Kaifa Tech., Inc.) and New Focus, Inc., dated May 2, 2001.

License and Assumption Agreement, by and between Honeywell and Finisar, dated March 1, 2004.

License Agreement, by and between Univ. of Southern CA and Sensors Unlimited, dated April 25, 2000.

Exclusive License Agreement, by and between Princeton University and Sensors Unlimited, dated October 20, 1999.

Sublicense Agreement, by and between Finisar and Sensors Unlimited, Inc., dated July 1, 2003.

Patent License Agreement, by and between Palo Alto Research Center and Honeywell, Int'l., dated January 1, 2003.

License Agreement, by and between Board of Trustees of the Univ. of Illinois and Honeywell, dated February 22, 2000.

License Agreement, by and between University of Southern CA and Sensors Unlimited, dated April 25, 2000.

Patent License Agreement, by and between Agere Systems Inc. and Finisar

Amendment and Patent License Assignment, by and between New Focus Inc./JDSU and Finisar, dated May 10, 2002.

License Agreement, by and between JDS Uniphase Corp. and Demeter Tech., dated September 13, 2000.

Technology Transfer Agreement, by and between Lucent Tech. and Finisar, dated May 10, 1999.

Honeywell IPRRA, by and between Lucent Tech. and Honeywell/Finisar through assignment, dated March 19, 1998.

Amendment No. 1 and 2 to Standard License Agreement for Test Equipment Vendors between Finisar Corporation and Telchemy, Inc., by and between Telchemy, Inc. and Finisar, dated July 16, 2001.

Exclusive License Agreement, by and between Princeton University and Kailight Photonics, Inc., dated June 3, 2004, as amended by First Amendment to License Agreement dated July 19, 2004 and Second Amendment to License Agreement dated August 30, 2004.

Agreement and Amendment to Exclusive License Agreement, by and between Princeton University and Kailight Photonics, Inc., dated July 7, 2009.

Patent License Agreement, by and between Finisar and ZyXEL Communications, Inc., dated May 1, 2008

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RECORDED: 11/10/2009